

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION**  
**AND**  
**JILL MARIE SMITH**

Jill Marie Smith and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Smith's license as a Real Estate Salesperson, no. 1999108463, will be subject to discipline. Pursuant to Section 536.060, RSMo,<sup>1</sup> the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the MREC under Section 621.110, RSMo. The MREC and Smith jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to Section 621.045, RSMo.

Smith acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against her at

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<sup>1</sup> All statutory citations are to the Revised Statutes of Missouri, Supp. 2012, unless otherwise noted.

the hearing; the right to present evidence on her behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial Administrative Hearing Commissioner concerning the charges pending against her; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the MREC at which time Smith may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREC.

Being aware of these rights provided to her by law, Smith knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document.

Smith acknowledges that she has received a copy of documents that were the basis upon which the MREC determined there was cause for discipline, along with citations to law and/or regulations the MREC believes were violated. Smith stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Smith's license as a Real Estate Salesperson, license no. 1999108463, is subject to disciplinary action by the MREC in accordance with the relevant provisions of

Chapter 621, RSMo, and Sections 339.010 through 339.205 and 339.710 through 339.855, RSMo Sections 339.010 through 339.205 and 339.710 through 339.855, RSMo, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Smith in Part II herein is based only on the agreement set out in Part I herein. Smith understands that the MREC may take further disciplinary action against her based on facts or conduct not specifically mentioned in this document that are either now known to the MREC or may be discovered.

**I.**  
**Joint Stipulation of Facts and Conclusions of Law**

Based upon the foregoing, the MREC and Smith herein jointly stipulate to the following:

1. The Missouri Real Estate Commission is an agency of the State of Missouri, created and established pursuant to Section 339.120, RSMo, for the purpose of executing and enforcing the provisions of Chapter 339, RSMo, Real Estate Agents, Real Estate Brokers, Appraisers and Escrow Agents.

2. Section 339.040.1, RSMo, provides:

Licenses shall be granted only to persons who present, and corporations, associations, partnerships, limited partnerships, limited liability companies, and professional corporations whose officers, managers, associates, general partners, or members who actively participate in such

entity's brokerage, broker-salesperson, or salesperson business present, satisfactory proof to the commission that they:

- (1) Are persons of good moral character; and
- (2) Bear a good reputation for honesty, integrity, and fair dealing; and
- (3) Are competent to transact the business of a broker or salesperson in such a manner as to safeguard the interest of the public.

3. Section 339.100.2, RSMo, provides in pertinent part:

The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

\* \* \*

(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339.040;

\* \* \*

(18) Been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution under the laws of this state or any other state or of the United States, for any offense reasonably related to the qualifications, functions or duties of any profession licensed or regulated under this chapter, for any offense an essential element of which is fraud, dishonesty or an act of violence, or for any offense involving moral turpitude, whether or not sentence is imposed;

\* \* \*

(25) Making any material misstatement, misrepresentation, or omission with regard to any application for licensure or license renewal. As used in this section, "material" means important information about which the commission should be informed and which may influence a licensing decision . . .

4. Respondent, Jill Marie Smith, is an adult individual whose registered address is 2049 Beau Court, St. Charles, Missouri 63303, and who holds a Missouri license as Real Estate Salesperson, no. 1999108463, which is active and which expires September 30, 2014.

5. Smith is affiliated with NRT Missouri, LLC, 2458 Old Dorsett Road, Suite 300, Maryland Heights, Missouri 63043.

6. On September 14, 1998, Smith entered a plea of guilty to the charge of driving while intoxicated in the Town and Country Municipal Division of the Circuit Court of St. Louis County.

7. On May 13, 2004, in Case No. 04CR125054, in the 11th Circuit Court, St. Charles County, Smith entered a plea of guilty to the offense of Driving While Intoxicated, a class B misdemeanor.

8. Smith was sentenced to 90 days of incarceration, suspended, and was placed on two years probation.

9. Smith completed her probation successfully. On January 14, 2011, in Case No. 1011-CR02412, in the 11th Circuit Court, St. Charles County, Smith entered a plea of guilty to Driving While Intoxicated as an aggravated offender.

10. Smith was sentenced to five years of incarceration, suspended with a term of probation for five years.

11. Smith's multiple pleas of guilty to the charge of Driving While Intoxicated would be cause for the MREC to deny her a license under the terms of Section 339.040.1, RSMo, which is cause for discipline under the terms of Section 339.100.1(16), RSMo, as amended.

12. Smith's pleas of guilty to the offense of Driving While Intoxicated are cause for discipline of her license under the terms of Section 339.100.2(18) RSMo., as amended.

13. On August 3, 2004, Smith submitted an application for renewal of her license to the MREC.

a. Question No. 2 on that application inquired as to whether she had been adjudicated or found guilty, or entered a plea of guilty or nolo contendere in any criminal prosecution that she had not previously disclosed to the MREC.

b. Smith checked "no" in response to Question No. 2.

c. Smith knew or should have known her answer to Question No. 2 was untrue.

14. On September 29, 2006, September 25, 2008, and August 8, 2010, Smith again submitted applications for renewal of her license to the MREC.

a. Question No. 2 again inquired as to whether she had been adjudicated or found guilty, or entered a plea of guilty or nolo contendere in any criminal prosecution that she had not previously disclosed to the MREC.

b. On each occasion Smith checked “no” in response to Question No. 2 on her application.

c. On each occasion Smith knew or should have known her answer to Question No. 2 was untrue.

15. On September 20, 2012, Smith submitted an application for renewal of her license, on which she revealed her January 2011 DWI plea and probation.

16. Smith’s acts of checking “no” on her 2006, 2008, and 2010 applications for renewal, when she knew she had entered a plea of guilty to the offense of Driving While Intoxicated, were conduct which would be cause for the MREC to deny her a license under the terms of Section 339.040.1,

RSMo, which is cause for discipline under the terms of Section 339.100.1(16), RSMo, as amended.

17. Smith's acts of checking "no" on her 2006, 2008, and 2010 applications for renewal, when she knew she had entered a plea of guilty to the offense of Driving While Intoxicated, were material misstatements, misrepresentations, or omissions with regard to an application for licensure or license renewal, which is cause for discipline under the terms of Section 339.100.2(25), RSMo, as amended.

## **II.**

### **Joint Agreed Disciplinary Order**

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREC in this matter under the authority of Section 536.060, RSMo, and 621.045.3 and 621.110, RSMo.

1. **Smith's license is on probation.** Smith's license as a Real Estate Salesperson is hereby placed on PROBATION from the effective date of this Settlement Agreement until January 14, 2016. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Smith shall be entitled to practice as a Real Estate Salesperson under

Sections 339.010 through 339.205 and 339.710 through 339.855, RSMo  
Sections 339.010 through 339.205 and 339.710 through 339.855, RSMo,  
RSMo, as amended, provided Smith adheres to all the terms of this  
agreement.

2. **Terms and conditions of the disciplinary period.** Terms  
and conditions of the probation are as follows:

A. Smith shall keep the MREC apprised at all times of her  
current address and telephone number at each place of residence  
and business. Smith shall notify the MREC in writing within ten  
(10) days of any change in this information.

B. Smith shall timely renew her real estate license, timely pay  
all fees required for license renewal and shall comply with all  
other requirements necessary to maintain her license in a current  
and active status. During the disciplinary period, Smith shall not  
place her real estate license on inactive status as would otherwise  
be allowed under 20 CSR 2250-4.050. Alternatively, without  
violating the terms and conditions of this Settlement Agreement,  
Smith may surrender her real estate license by submitting a  
letter to the MREC and complying with 20 CSR 2250-8.155. If  
Smith applies for a real estate license after surrender, Smith

shall be required to requalify as if an original applicant and the MREC will not be precluded from basing its decision, wholly or partially, on the findings of fact, conclusions of law, and discipline set forth in this Settlement Agreement.

C. Smith shall meet in person with the MREC or its representative at any such time or place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the probation period.

D. Smith shall immediately submit documents showing compliance with the requirements of this Settlement Agreement to the MREC when requested by the MREC or its designee.

E. During the probationary period, Smith shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this Settlement Agreement.

F. Smith shall comply with all relevant provisions of Chapter 339, RSMo, as amended, all rules and regulations duly promulgated thereunder, all local, state, and federal laws.

“State” as used herein includes the State of Missouri and all other states and territories of the United States.

G. Smith shall obey and comply with all terms and conditions of probation for her criminal supervision. Smith shall prepare and submit quarterly written reports to the MREC regarding the status of and compliance with her criminal probation, parole, and/or release, as well as her compliance with the terms and conditions of this Settlement Agreement. Smith is responsible for ensuring that such quarterly reports are received by the MREC on or before January 10, April 10, July 10, and October 10 during each year of the disciplinary period. Smith shall submit the first such report so that the MREC receives it on or before January 10, 2014.

H. If at any time during the disciplinary period Smith wishes to transfer her license affiliation to a new broker/brokerage, she must submit a Broker Acknowledgment form signed by the new broker. This acknowledgement is in addition to any other required application, fee, and documentation necessary to transfer her license. Smith must obtain the Broker Acknowledgment form from the MREC.

3. Upon the expiration of the disciplinary period, the license of Smith shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREC determines that Smith has violated any term or condition of this Settlement Agreement, the MREC may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Smith's license.

4. No additional discipline shall be imposed by the MREC pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the MREC as a contested case in accordance with the provisions of Chapter 536, RSMo.

5. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Smith of Sections 339.010 through 339.205 and 339.710 through 339.855, RSMo Sections 339.010 through 339.205 and 339.710 through 339.855, RSMo, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

6. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning facts or conduct not specifically

mentioned in this Settlement Agreement that are either now known to the MREC or may be discovered.

7. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the parties agree that the MREC may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Smith agrees and stipulates that the MREC has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

8. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

9. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

10. The parties to this Settlement Agreement understand that the MREC will maintain this Settlement Agreement as an open record of the MREC as required by Chapters 324, 339, and 610, RSMo, as amended.

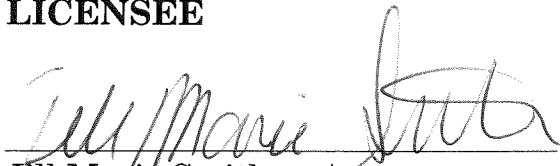
11. Smith, together with her partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to Section 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. Section 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

12. Smith understands that she may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Smith's license. If Smith desires the Administrative Hearing

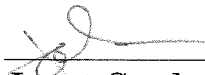
Commission to review this Settlement Agreement, Smith may submit her request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

13. If Smith requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Smith's license. If Smith does not request review by the Administrative Hearing Commission, this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

**LICENSEE**

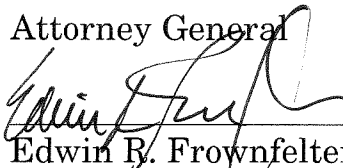
  
Jill Marie Smith  
Date: 12-23-2013

**MISSOURI REAL ESTATE  
COMMISSION**

  
Janet Carder, Executive Director  
Date: 1-7-13

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